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NOT CIRCULATE

1973-1974

PATROLMEN'S BENEVOLENT ASSOCIATION #139

1973 WAGE AND BENEFIT CONTRACT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of  
July, 1973, by and between:

THE TOWNSHIP OF HARDING, a Municipal Corporation in the  
County of Morris, and State of New Jersey,

party of the first part, hereinafter  
designated Harding Township,

And:

PATROLMEN'S BENEVOLENT ASSOCIATION #139 of the Township  
of Harding, in the County of Morris, and State of New  
Jersey,

party of the second part, hereinafter  
designated Representative,

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 303 of  
the Laws of 1968 of the State of New Jersey, the Representative  
submitted itself on behalf of the Police Department of the Township  
of Harding, exclusive of the Chief; and

WHEREAS, Harding Township recognized the said Representa-  
tive for patrolmen, sergeants and lieutenants of the Harding Town-  
ship Police Department, and a contract was negotiated;

NOW THEREFORE, in consideration for services performed by  
members of the Police Department of the Township of Harding, and  
the mutual covenants hereof, it is agreed as follows:

Section I. Applicability

The provisions of this Agreement shall apply only to  
full-time employees of the Harding Township Police Department.

Section II. Salary

The salaries for the Harding Township Police Department

for the term of this Agreement shall be as follows:

Patrolmen

Probationary	\$ 8,400.00 - \$9,000.00
Step 1	9,100.00
Step 2	10,000.00
Step 3	10,900.00
Step 4	11,800.00
<u>Sergeants</u>	\$12,800.00
<u>Lieutenants</u>	\$13,800.00

Each step represents one year in grade. All policemen presently under the employ of the Harding Township Police Department shall be eligible to move up in grade on their anniversary date and will move up at the discretion of the Chief of Police.

Section III. Longevity Increment

An increment, in addition to the base salary, shall be paid for time of service as follows:

1 - 4 years	- 08
5 - 8 years	- 28
9 -12 years	- 38
Over 13 years	- 48

Section IV. Vacation

All regular full-time employees of the Harding Township Police Department, under this Agreement, shall be entitled to vacation as follows, the scheduling shall be subject to the discretion of the Chief of Police:

No vacation until six (6) months of service has been completed.

After 6 months	One (1) day for each month of service
After 1 year	Two (2) calendar weeks (ten working days)
After 5 years	Three (3) calendar weeks (fifteen working days)
After 10 years	Four (4) calendar weeks (twenty working days)

Section V. Holidays

All members of the Harding Township Police Department

covered by this contract, shall receive the following paid holidays:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Decoration Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day

The holiday pay will be received in a check on the first day of December.

#### Section VI. Sick Leave

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The policemen of the Harding Township Police Department shall be entitled to compensable sick leave of twelve (12) days per year to be cumulative, <sup>UP A MAXIMUM OF</sup> to thirty (30) days, commencing with this contract. Sick leave is to be used exclusively for sickness. Doctor's certificate shall be provided if requested at the discretion of the Township.

#### Section VII. Funeral Leave

A. Every member of the Representative covered by this contract shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.

B. Every member of the Representative covered by this contract shall be entitled to three (3) days off with pay on the days immediately following the death of mother, father, sisters or brothers, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof

of relationship to the deceased party.

C. Every member of the Representative covered by this contract shall be entitled to one (1) day off with pay following the death of mother-in-law, father-in-law, brother-in-law, nephews, nieces, step-father, step-mother, grandfather, grandmother, aunt or uncle, <sup>PROVIDING</sup> to allow the employee to attend the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.

D. Every employee covered by this contract shall be entitled to personal leave days on the basis of need, at the discretion of the Chief of Police. The scheduling of said leave days shall be solely subject to the approval of the Chief of Police.

#### Section VIII. Grievance Procedure

##### (a) Definitions

(1) A "grievance" is a claim by a Policeman, Sergeant or Lieutenant, or the Representative, the Township Committee or the Chief of Police based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

(2) An "aggrieved person" is the person or persons making the claim.

(3) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(4) "Policeman" is a full-time officer, including a Sergeant or Lieutenant, in the Harding Township Police Department.

(5) The P R & R Committee is the Representative's Committee on Professional Rights and Responsibilities.

(b) Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

(c) Grievance

(1) Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

FIRST: Between the grievant, with the P R & R representative from the P.B.A., and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

SECOND: Between the grievant, with a P R & R representative from the P.B.A., and his attorney, if he chooses, and the Representative of the Township Committee, who has been designated as Police Committeeman, for the year in question, within ten (10) days after the written answer given by the Chief of the Harding Township Police. The Police Committeeman shall give his written answer within five (5) working days after the meeting.

THIRD: (a) If the grievance is not settled at the

second step, the grievant or the P.R. & R representative from the P.B.A. may make written request for a third step meeting within twenty (20) days after the answer at the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Township Committeeman shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said third step meeting shall be between the Township Committee and the grievant with the P.B.A. representative. The Township's answer to the third step shall be delivered to the P.B.A. within five (5) working days after the meeting.

(b) A P.B.A. member disciplined, may, at his option, proceed initially to the third step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Township Committee within five (5) working days after the discipline or the option under this section shall be deemed waived. The third step grievance meeting on disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

FOURTH: If the aggrieved person or the P.R. & R representative is not satisfied with the handling or result of the grievance on the third level, he may within fifteen (15) days, notify the Township Committee that he wishes to take the matter to arbitration.

(a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the P.R. & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the speci-

fied period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Township Committee and the P R & R Committee and hold hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township Committee and the Representative and shall be non-binding on the parties.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Township Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

#### Section IX. Work Week and Overtime

All regular full time employees of the Harding Township Police Department shall work a schedule computed by forty-hours week multiplied by the number of weeks in the rotating shift designated by the Chief of Police as he deems necessary. All time worked in excess of said schedule will be compensated at time and

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a-half rates.

Section X

All full time employees of the Harding Township Police Department shall be covered by Blue Cross, Blue Shield, Major Medical and Rider J. All insurance benefits presently in effect to the Harding Township Police Department shall remain in force and effect.

Section XI. Uniform Allowance

The present system of uniform and equipment allowance will be continued, by providing for the Chief of Police's approval of uniform and equipment requests and unlimited ability to satisfy need. Equipment shall be defined to include footwear as approved by the Chief of Police.

Section XII. College Credit

The Township will advance 75% of the tuition costs incurred by full time employees of the Police Department who enroll in accredited college level job related courses which are approved for such advances by the Mayor; the Township's contribution shall not exceed 75% of the net tuition costs to the employees less any scholarship or other financial aid available to the employees. The advances so made shall be repaid by the employee in the event he does not complete the course with a minimum grade of "C". The Township's total contribution for tuition expenses shall not exceed \$1,000.00 in any one calendar year. The \$1,000.00 shall be equally apportioned among the full-time members of the Harding Township Police Department. If any member of the Harding Township Police Department elects not to use his apportioned share of the \$1,000.00, this share shall be equally apportioned among the members of the police force attending college.

Section XIII. Automobile Maintenance

All private vehicle usage will be approved by the Chief of Police. Harding Township agrees to provide excess insurance coverage for all policemen utilizing their own vehicle on police business.

Section XIV. Call Out Time

Any policeman called out on an emergency basis to administer breathalyzer, operate radar, maintain fire arms instruction course, investigate fatalities, for special investigation or on photography, shall be entitled to a minimum two-hour call out time.

Section XV. Management Rights

The Township Committee through its Police Committeeman, and the Chief of Police, shall have control and direction of the operations of the Harding Township Police Department including, but not limited to, the location of the Police Station, the size of the work force, the scheduling of hours, overtime and shifts, the assignment of work, training and promotion, except that such determinations shall not be in conflict with this Agreement. The members of the Harding Township Police Department shall be subject to the rules and regulations of the Harding Township Police Department, as established by the Township Committee and administered by the Chief of Police.

All members of the Harding Township Police Department shall be subject to emergency call to duty, at the discretion of the Chief of Police, or the Chief Administrative Officer of the Township, if the Chief of Police is unavailable.

Management rights are not subject to arbitration. All rights not set forth, which are management rights, are not waived by the failure of the Township Committee to exercise them.

Section XVI. Alteration of Agreement Clause

No Agreement or amendment shall be binding on any of the parties hereto, unless such Agreement is made and executed in writing between the parties.

Section XVII. Term of the Contract

This Agreement shall become effective on the first day of January, 1973, and shall remain in force and effect for a period of two (2) years and shall expire on the thirty-first day of December, 1974. This Contract shall be subject to a re-opening as to wages exclusively, on or before September 15, 1973, for the exclusive purpose of negotiating salaries for the remainder of the term of the contract.

Section XVIII.

It is agreed that proposals will be exchanged between the Policemen's Benevolent Association #139 and the Township of Harding for the 1975 contract by September 15, 1974.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year above written.

TOWNSHIP OF HARDING

ATTEST:

Edward H. Heunson

By Henry C. Clapp

PATROLMEN'S BENEVOLENT  
ASSOCIATION #139

ATTEST:

W. J. Warden

By Stanley J. Warden-Pres